

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE NEWTON PUBLIC SCHOOLS

PROJECT MANUAL:

**NPS - SUPPLY AND DELIVER PAPER PRODUCTS TO CAREER AND
VOCATIONAL TECHNICAL EDUCATION DEPARTMENT**

INVITATION FOR BID #13-28

Bid Opening Date: October 12, 2012 at 11:00 a.m.

September 2012

Setti D. Warren, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #13-28

The City of Newton (City) invites sealed bids from Contractors for:

Supply and Deliver Paper Products to Career and Vocational Technical Education Department

Bids will be received until: **11:00 a.m., Friday, October 12, 2012**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 204, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., September 27, 2012.**

There will be no charge for contract documents.

Bid surety is **not** required with this bid.

Award will be made to the lowest, responsible, and responsive bidder for **all items** based on the Grand Total. Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected. **Inside deliveries to Newton North High School – Career and Vocational Technical Education Department and the Education Center both located within the City is required to start upon the execution of this contract.** The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.

The term of the awarded contract **shall extend from the time of execution for approximately six (6) months through April 30, 2013.** If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

All bids are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside individual schools, Newton, MA.

All bids shall be submitted as **one (1) ORIGINAL and two (2) COPIES.**

All City bids are available on the City's web site at www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Nicholas Read
Interim Chief Procurement Officer

September 27, 2012

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received Friday, October 5, 2012 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #13-28**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FORM:
 - * NAME OF PROJECT AND INVITATION NUMBER
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #13-28

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City entitled:

SUPPLY AND DELIVER PAPER PRODUCTS TO CAREER AND VOCATIONAL TECHNICAL EDUCATION DEPARTMENT

- B. This bid includes addenda number(s) _____, _____, _____, _____.

- C. The contract price(s) will be per attached ITEM SHEETS.

Supply and Deliver Paper Products to Career and Vocational Technical Education Department (Grand Total from the Itemized Bid Form must be placed here)

_____ and \$ _____
(Written word) (Numerical)

Grand Total (From execution of the contract through April 30, 2013)

IMPORTANT: Award will be made to the lowest responsive and responsible bidder based on grand total.

***If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. If the alternate product information (listed above) is not provided at the time of the bid the bidder may be deemed non responsive. SAMPLE IS REQUIRED IF BIDDING AN APPROVED EQUAL.**

COMPANY NAME _____

- D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

- E. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Certification of Tax Compliance, 1 page
- ☐ Item Sheets, 7 pages

- F.** The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

_____/_____
(Telephone) (FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City.
2. Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
3. Addenda will be emailed to every individual or firm on record as having downloaded a set of Contract Documents. Addenda will also be posted on the City's website at www.newtonma.gov/bids. Any bidder downloading the IFB and any plans for a City bid shall email their company's information along with the Invitation For Bid Number and Project Title that they downloaded. You will then be added to the bidder's list and email distribution list.
4. Prices quoted must include inside delivery to the Newton Public School Department, as specified on the Purchase Order.
5. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
6. The award to the successful bidder may be cancelled if successful bidder shall fail to prosecute the work with promptness and diligence.
7. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
8. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
9. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
10. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this bid are assumed solely as a basis for the comparison of the bids. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.
11. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
12. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
13. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
14. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.

15. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
16. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
17. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L. c30, §39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

18. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
19. Notice is hereby given that the City of Newton Minority Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-discrimination and Affirmative Action Program is applicable to all City of Newton contracts in excess of \$50,000.00. A copy of these plans may be obtained from the Purchasing Department.
20. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.
21. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c111F, §§8, 9 and 10 and the regulations contained in 441 CMR §21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c111F, §7 and the regulations contained in 441 CMR §21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to M.G.L. c111F are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ___ day of ___ in the year Two Thousand and Twelve by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid for the following item or items:

SUPPLY AND DELIVER PAPER PRODUCTS TO CAREER AND VOCATIONAL TECHNICAL EDUCATION DEPARTMENT

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:
- a. This CITY-CONTRACTOR Agreement;
 - b. The City's Invitation For Bid #13-28 issued by the Purchasing Department;
 - c. The Project Manual for Supply & Delivery of Paper Products to Career and Vocational Technical Education Department including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);
 - d. Addenda Number(s) _____;
 - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
 - f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
 - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The term of the awarded contract shall extend **from the day of execution of this contract through_____**. **Delivery of paper product will begin approximately_____**. **Prices submitted in this bid shall remain firm for the duration of the contract period.** The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.
- VI. **QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. **INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.

- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping of Work Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
 - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____

Title _____

Print _____

Date _____

Affix Corporate Seal Here

City funds in the amount of _____
are available in account number

95204680-5501

I further certify that the Mayor, or his designee,
is authorized to execute contracts and approve
change orders.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
School Committee

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City of Newton, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name: _____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

**NEWTON PUBLIC SCHOOLS
SUPPLY AND DELIVER PAPER PRODUCTS TO CAREER AND VOCATIONAL
TECHNICAL EDUCATION DEPARTMENT**

1.0 Scope

- 1.1 Newton Public Schools (NPS) is accepting bids for six (6) months of paper supplies as per the bid list attached. All bids must be submitted in the manner and form prescribed by the Specifications which control award of the contract. Bid award will be made to the lowest responsive and responsible bidder for all line items based on Grand Total. Any bidder not providing prices for all line items may be deemed non-responsive and therefore rejected.
- 1.2 NPS intends to enter into a contract for the supply and delivery of paper supplies for approximately six (6) months beginning upon contract execution and extending through April 30, 2013. These paper supplies are needed to operate the Newton Public Schools – Career and Vocational Technical Education Department program. This contract shall be subject to appropriation and /or continuation of funding.
- 1.3 Quantities specified are based on a census taken by Newton Public Schools. Newton Public Schools reserves the right to increase or decrease quantities to be ordered within the time limits set forth in the bid, but no increase shall exceed twenty five percent of the total contract price.
- 1.4 All prices shall be F.O.B. Destination inside two (2) school locations within the City of Newton to start on or before November 01, 2012.
- 1.5 All delivery of orders is time sensitive. Complete orders must be received within 24 hours from an order placed via on-line, telephone or email. An exception is only allowed with pre-approval from an authorized NPS CVTE employee.

2.0 Description and Quality

- 2.1 Wherever items are specified by trade name, manufacturer, or dealer's catalog number, or by any other reference, it shall be taken to mean the items as this described or any other item equal thereto in quality, finish, durability, compatibility, safety and serviceability for the purpose for which it is intended. If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. When the bidder does not state the brand, it is understood that the offer is exactly as specified. Final decisions concerning the quality of items, other than those specifically designated, is to rest with the Newton Public Schools whose determination shall be final and conclusive. Contractors shall guarantee quality control of all goods at no additional cost to the City. Samples shall be furnished free-of-charge upon request and may be retained for future comparisons. Samples and literature must be provided within three (3) days after the request.
- 2.2 Newton Public Schools encourages environmentally preferable products, i.e., products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service: 1) emphasis on multiple environmental considerations such as recycled content, energy and water efficiency, renewable resource use and toxicity considerations rather than any single environmental feature; 2) evaluation of environmental impacts throughout the life cycle of the product which includes impacts during the manufacture, use and disposal of the product; and 3) recognition of cost

and performance remain critical factors in all purchasing decisions. All products must be latex free and nut free.

- 2.3 Material Safety Data Sheets must be forwarded to the Purchasing Department, Newton Public Schools, 100 Walnut Street, Newtonville, MA 02460, within thirty (30) days after the bid award. All products must be properly labeled with the product name, manufacturer's name, address and emergency telephone number, ingredients, cautions, warnings, hazard rating and first aid.

3.0 Delivery

- 3.1 Complete orders must be received within 24 hours from the time an order is placed via on-line, telephone or email. An exception is only allowed with pre-approval in writing by an authorized CVTE Newton Public Schools employee.
- 3.2 All packages, cartons, or other containers must be clearly marked with a) the school designation, b) a packing slip with contents or item number from specifications, c) the number of boxes on shipment, d) the purchase order number and e) the vendor's name and order number.
- 3.3 Deliveries shall be made to two buildings at the following locations:
NNHS - CVTE Dept, 457 Walnut Street, Newtonville, MA 02460 **OR**
Ed Center, 100 Walnut Street, Newtonville, MA 02460.
- 3.4 Deliveries shall be made between the hours of 7:30 am. - 4:00 pm., Monday through Friday. Deliveries to the inside of the buildings, trucks must have power tailgates and pallet jacks and vendors are cautioned to notify their shipping contractors that adequate assistance must be provided at the point of delivery. No sidewalk deliveries will be accepted.
- 3.5 The equipment used in the transportation and delivery of paper products for the Newton Public Schools shall be maintained in a sanitary condition at all times. The equipment shall be subject to unannounced inspections by a Newton Public Schools representative at any time. All vehicles must turn off their engines while making deliveries.

4.0 Payment

- 4.1 Invoices shall be billed to Accounts Payable, Newton Public Schools, 100 Walnut Street, Newtonville, Massachusetts 02460.
- 4.2 Invoices must be in duplicate, by school, including the a) purchase order number, b) school name, c) item number, d) quantities, e) description, f) unit price and g) totals.

END OF SECTION

FY 2013 Estimated Six (6) months Paper Products Bid List:

Quantities are estimates only. The City makes no guarantees as to quantities. Prices bid shall include inside delivery as indicated within the scope of this bid.

Approved Equal MUST include manufacturer's brand name, product # and unit size with bid.

Category	Description	Unit Size	Unit Cost	Est. Qty.	Total Cost	If Approved Equal: List brand name, product #, unit size*
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS SALMON 8.5X11-10M 20/50	5000 SHEETS PER CARTON	\$_____	5	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS IVORY 11X17-20M 20/50	2500 SHEETS PER CARTON	\$_____	5	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS GREEN 8.5X11-10M 20/50	5000 SHEETS PER CARTON	\$_____	15	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS GREEN 11X17 20M 20/50	2500 SHEETS PER CARTON	\$_____	5	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS ORCHID 8.5X11-10M 20/50	5000 SHEETS PER CARTON	\$_____	10	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS BLUE 8.5X11-10M 20/50	5000 SHEETS PER CARTON	\$_____	20	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS PINK 8.5X11-10M 20/50	5000 SHEETS PER CARTON	\$_____	10	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS GOLDENROD 8.5X11-10M 20/50	5000 SHEETS PER CARTON	\$_____	10	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS BLUE 11X17 -20M 20/50	2500 SHEETS PER CARTON	\$_____	5	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS PINK 11X17-20M 20/50	2500 SHEETS PER CARTON	\$_____	5	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS CANARY 8.5X11-10M 20/50	5000 SHEETS PER CARTON	\$_____	15	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS CANARY 11X17 20M 20/50	2500 SHEETS PER CARTON	\$_____	5	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS GRAY 8.5X11-10M 20/50	5000 SHEETS PER CARTON	\$_____	10	\$_____	
DOMTAR COLORS MULTIPURPOSE	DOMTAR COLORS IVORY 8.5X11-10M 20/50	5000 SHEETS PER CARTON	\$_____	10	\$_____	
SPECTRUM DP	HUSKY COPY RECYCLED 92 BRI WHITE 8.5X11-20#	5000 SHEETS PER CARTON	\$_____	100	\$_____	

PRIVATE LABEL COPY	IMPACT WHITE MULTI 92 BRIGHT WHITE 11X17 20#	2500 SHEETS PER CARTON	\$ _____	15	\$ _____	
PRIVATE LABEL COPY	XEROCOPY WHITE 8.5X11 10M 20#	5000 SHEETS PER CARTON	\$ _____	20	\$ _____	
HUSKY OFFSET CUT	HUSKY OFFSET WHITE SMOOTH 8.5X11-11.81M 60#	5000 SHEETS PER CARTON	\$ _____	20	\$ _____	
HUSKY OFFSET CUT	HUSKY OFFSET WHITE SMOOTH 11X17-23.62M 60#	2500 SHEETS PER CARTON	\$ _____	50	\$ _____	
HUSKY OFFSET CUT	HUSKY OFFSET WHITE SMOOTH 11X17 27.56M 70#	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
MOHAWK COLOR COPY	MOHAWK COLOR COPY PURE WHITE GLOSS 20.5X14.3 61M 100#	1000 SHEETS PER CARTON	\$ _____	5	\$ _____	
MOHAWK COLOR COPY	MOHAWK COLOR COPY NEON WHITE TEXT 18X12 45.46m 100#	1000 SHEETS PER CARTON	\$ _____	5	\$ _____	
STRATH WRITING CUT	STRATH WRIT BRIGHT WHITE WOVE 8.5X11 ASM 24#	5000 SHEETS PER CARTON	\$ _____	5	\$ _____	
HI-TECH OPQ CUT	HITECH30 OPAQUE WHITE SMOO 11X17-23.5M 60# FSC	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
HI-TECH OPQ CUT	HITECH30 OPAQUE WHITE SMOO 12X18-36.5M 80# FSC	1500 SHEETS PER CARTON	\$ _____	15	\$ _____	
HI-TECH OPQ CUT	HITECH50 OPAQUE WHITE SMOO 11X17-27.5M 70# FSC	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
HI-TECH OPQ CUT	HITECH30 OPAQUE WHITE SMOO 11X17-31.5M 80# FSC	2000 SHEETS PER CARTON	\$ _____	10	\$ _____	
HI-TECH OPQ CUT	HITECH30 OPAQUE WHITE SMOO 8.5X11-13.75M 70# FSC	4000 SHEETS PER CARTON	\$ _____	5	\$ _____	
HI-TECH OPQ CUT	HITECH50 OPAQUE WHITE SMOO 12X18-31.75M 70# FSC	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
ROCKLAND OPQ	ROCKLAND OPAQUE BUFF 23X35-102M 60#	1000 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR OPAQUE COLOR CUT	DOMTAR COLORS OPAQUE BLUE 11X17-23.62M 60#	2500 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR OPAQUE COLOR CUT	DOMTAR COLORS OPAQUE GOLDE 11X17-23.62M 60#	2500 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR OPAQUE COLOR CUT	DOMTAR COLORS OPAQUE GREEN 11X17-23.62M 60#	2500 SHEETS PER CARTON	\$ _____	2	\$ _____	

DOMTAR OPAQUE COLOR CUT	DOMTAR COLORS OPAQUE CREAM 11X17- 27.56M 70#	2000 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR OPAQUE COLOR CUT	DOMTAR COLORS OPAQUE IVORY 23X35- 102M 60#	1500 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR OPAQUE COLOR CUT	DOMTAR OPAQUE COLORS ORCHI 23X35- 102M 60#	1500 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR OPAQUE COLOR CUT	DOMTAR OPAQUE COLORS CANAR 23X35- 102M 60#	1500 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR OPAQUE COLOR CUT	DOMTAR OPAQUE COLORS BLUE 23X35- 102M 60#	1500 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR OPAQUE COLOR CUT	DOMTAR OPAQUE COLORS PINK 23X35- 102M 60#	1500 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR OPAQUE COLOR CUT	DOMTAR OPAQUE COLORS GREEN 23X35- 102M 60#	1500 SHEETS PER CARTON	\$ _____	2	\$ _____	
SOPORSET OPAQUE CUT	SOPORSET PREMIUM OPAQUE WH 11X17-23.6M 60#	2500 SHEETS PER CARTON	\$ _____	2	\$ _____	
NEKOOSA DIGITAL COATED	NEKOOSA DIGITAL GLOSS COVE 18X12- 83.08M 100#	700 SHEETS PER CARTON	\$ _____	15	\$ _____	
NEKOOSA DIGITAL COATED	NEKOOSA DIGITAL GLOSS FSC 12X18-45.47M 100#	1250 SHEETS PER CARTON	\$ _____	10	\$ _____	
NEKOOSA DIGITAL COATED	NEKOOSA DIGITAL GLOSS FSC 12X18-66.46M 80#	800 SHEETS PER CARTON	\$ _____	5	\$ _____	
NEKOOSA DIGITAL COATED	NEKOOSA DIGITAL GLOSS FSC 11X17-39.37M 100#	1500 SHEETS PER CARTON	\$ _____	5	\$ _____	
NEKOOSA DIGITAL COATED	NEKOOSA DIGITAL GLOSS COVER 11X17- 31.50M 80#	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
PLATINUM PARENT	PLATINUM GLOSS COVER FSC 26X40-320M 80#	125 SHEETS PER PKG	\$ _____	2	\$ _____	
PLATINUM PARENT	PLATINUM GLOSS COVER FSC 20X26-400M 100#	125 SHEETS PER PKG	\$ _____	2	\$ _____	
PLATINUM PARENT	PLATINUM GLOSS TEXT FSC 28X40-236M 100#	125 SHEETS PER PKG	\$ _____	2	\$ _____	
BOARD GRADES CUT	STELLAR C1S COVER 18X12 65M 12PT	800 PER CARTON	\$ _____	5	\$ _____	
MOHAWK LOOP SMOOTH CUT	MOHAWK LOOP SMOOTH SANDSTONE COVER 8.5X11 28.77M 80#	2000 SHEETS PER CARTON	\$ _____	2	\$ _____	

BRITEHUE CUT	BRITEHUE SEA BLUE 11X17 23.62M 60#	2500 SHEETS PER CARTON	\$ _____	5	\$ _____	
BRITEHUE CUT	BRITEHUE COVER SEA BLUE 11X17 46.76M 65#	1000 SHEETS PER CARTON	\$ _____	5	\$ _____	
BRITEHUE CUT	BRITEHUE COVER SUN YELLOW 11X17 46.76M 65#	1000 SHEETS PER CARTON	\$ _____	5	\$ _____	
BRITEHUE CUT	BRITEHUE COVER ORANGE 11X17 46.76M 65#	1000 SHEETS PER CARTON	\$ _____	5	\$ _____	
PEGASUS CUT	PEGASUS DIG COV BRILL WHIT 18X12- 83.07M 100#	750 SHEETS PER CARTON	\$ _____	2	\$ _____	
PEGASUS CUT	PEGASUS DIGITAL BRILL WHIT 18X12-31.83M 28#	1500 SHEETS PER CARTON	\$ _____	2	\$ _____	
CASCADES COVER CUT	HITECH50 COVER WHITE SMOOT 18x12 83M 100# FSC	750 SHEETS PER CARTON	\$ _____	5	\$ _____	
CASCADES COVER CUT	HITECH30 COVER WHITE SMOOT 18X12-66.5M 80# FSC	1000 SHEETS PER CARTON	\$ _____	5	\$ _____	
CASCADES COVER CUT	HITECH30 COVER WHITE SMOOT 8.5X11-23.5M 65# FSC	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
CASCADES COVER	ROLLAND OPAQUE30 WHITE COV 26X40-400M 100# FSC	375 SHEETS PER CARTON	\$ _____	5	\$ _____	
CASCADES COVER	ROLLAND OPAQUE30 WHITE COV 26X40-320M 80# FSC	375 SHEETS PER CARTON	\$ _____	5	\$ _____	
CASCADES COVER	ROLLAND OPAQUE30 WHITE COV 20X26-160M 80# FSC	750 SHEETS PER CARTON	\$ _____	5	\$ _____	
MOHAWK FELTS COVER CUT	BECKETT EXPRESSION CANDLELIGHT 25X38 160M 80# FSC	1000 SHEETS PER CARTON	\$ _____	2	\$ _____	
MOHAWK FELTS COVER CUT	BECKETT EXPRESSION CANDLELIGHT 26X40 400M 100# FSC	250 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR HOTS CUT	DOMTAR HOTS ORANGE FSC 8.5X11-11.82M 60#	5000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR HOTS CUT	DOMTAR HOTS DEEP ORANGE CO 8.5X11- 23.38M 65#	2500 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR HOTS CUT	DOMTAR HOTS PERIWINKLE FSC 8.5X11 23.36M 65#	2500 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR HOTS CUT	DOMTAR HOTS ORANGE FSC 11X17-23.62M 60#	2500 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR INDEX PARENT	DOMTAR INDEX BLUE 22.5X35-223M 110# GL	500 SHEETS PER CARTON	\$ _____	2	\$ _____	

DOMTAR INDEX PARENT	DOMTAR INDEX SALMON 22.5X35-223M 110# GL	500 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR INDEX PARENT	DOMTAR INDEX CANARY 22.5X35-223M 110# GL	500 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR INDEX PARENT	DOMTAR INDEX IVORY 22.5X35-223M 110# GL	500 SHEETS PER CARTON	\$ _____	2	\$ _____	
DOMTAR VEL BRIS CUT	DOMTAR VELLUM BRISTOL GOLD 8.5X11-19.54M 67#	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR VEL BRIS CUT	DOMTAR VELLUM BRISTOL ORCHID 8.5X11-19.54M 67#	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR VEL BRIS CUT	DOMTAR VELLUM BRISTOL GREEN 8.5X11-19.54M 67#	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR VEL BRIS CUT	DOMTAR VELLUM BRISTOL GREEN 11X17-39.08M 67#	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR VEL BRIS CUT	DOMTAR VELLUM BRISTOL PINK 8.5X11-19.54M 67# 2000/CTN	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR VEL BRIS CUT	DOMTAR VELLUM BRISTOL CANAY 8.5X11-19.54M 67# 2000/CTN	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR VEL BRIS CUT	DOMTAR VELLUM BRISTOL BLUE 8.5X11-19.54M 67# 2000/CTN	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR VEL BRIS CUT	DOMTAR VELLUM BRISTOL WHIT 8.5X11-19.54M 67# 2M/CTN	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR VEL BRIS CUT	DOMTAR VELLUM BRISTOL GOLD 8.5X11-19.54M 67# 2000/CTN	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR VEL BRIS CUT	DOMTAR VELLUM BRISTOL BLUE 11X17-39.08M 67# 1M/CTN	1000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR VEL BRIS CUT	DOMTAR VELLUM BRISTOL CANARY 11X17-39.08M 67# 1M/CTN	1000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR VEL BRIS CUT	DOMTAR VELLUM BRISTOL IVORY 11X17-39.08M 67# 1M/CTN	1000 SHEETS PER CARTON	\$ _____	5	\$ _____	
DOMTAR VEL BRIS PAR	DOMTAR VELLUM BRISTOL GREE 23X35-168M 67# 750/CTN	750 SHEETS PER CARTON	\$ _____	2	\$ _____	
EXACT BRISTOL CUT	EXACT VELLUM BRISTOL ORCHI 8.5X11-19.54M 67# 2000/CN	2000 SHEETS PER CARTON	\$ _____	5	\$ _____	
EXACT INDEX PARENT	EXACT INDEX CHERRY 22.5X35-223M 110# 500/CTN	500 SHEETS PER CARTON	\$ _____	2	\$ _____	

NEKOOSA PRECOLLATE D CUT	NEKOOSA CARBONLESS U20 8.5X11-2PART 2500 SETS/CTN	2500 SETS PER CARTON	\$_____	5	\$_____	
COPIER TABS	XERO TABS FOR COPIER WHITE 90# INDEX SINGEL REV 1250/CTN	1250 PER CARTON	\$_____	5	\$_____	
NEKOOSA UNCOLLATED CUT	NEKOOSA CARBONLESS 8.5X11-20# BLUE CF 5M/CTN	5000 SHEETS PER CARTON	\$_____	2	\$_____	
NEKOOSA UNCOLLATED CUT	NEKOOSA CARBONLESS 8.5X11-20# BLUE CB 5M/CTN	5000 SHEETS PER CARTON	\$_____	2	\$_____	
NEKOOSA PRECOLLATE D CUT	NEKOOSA CARBONLESS 8.5X11-3 PART REV 1670/CTN	1670 SETS PER CARTON	\$_____	5	\$_____	
PRESSURE SENS SHEETS	IMPACT PRESS SENS COUGAR OPQ 26X20 60# WHITE 500/CTN	500 SHEETS PER CARTON	\$_____	2	\$_____	
PRESSURE SENS SHEETS	IMPACT PRESS SENS COUGAR OPQ 17.25X22.25 60# WHITE 500/CTN	500 SHEETS PER CARTON	\$_____	2	\$_____	
ROLLAND OPQ A-SIZE	A-7 70# ROLLAND OPAQUE50 F WHITE SMOOTH ENVS 1000/CN	1000 ENVS PER CARTON	\$_____	5	\$_____	
ROLLAND OPQ A-SIZE	A-6 70# ROLLAND OPAQUE50 F WHITE SMOOTH ENVS 1000/CN	1000 ENVS PER CARTON	\$_____	5	\$_____	
ROLLAND OPQ A-SIZE	A-2 70# ROLLAND OPAQUE30 F WHITE SMOOTH ENVS 1000/CN	1000 ENVS PER CARTON	\$_____	5	\$_____	
COMMERCL & OFF	IMPACT WHITE WOVE #10-24 WINDOW WHITE WOVE ENVS 2500/CTN #30013	2500 ENVS PER CARTON	\$_____	5	\$_____	
COMMERCL & OFF	IMPACT #10-24 WINDOW WHITE WOVE ENVS 2500/CTN #55310	2500 ENVS PER CARTON	\$_____	2	\$_____	
COMMERCL & OFF	IMPACT #6-3/4-24 WHITE WOVE REGULAR ENVS 5M/CTN #30015	5000 ENVS PER CARTON	\$_____	2	\$_____	
COMMERCL & OFF	IMPACT ENVELOPES WHITE WOVE #9-24# 2500/CTN #55303	2500 ENVS PER CARTON	\$_____	2	\$_____	
CATALOG ENVS	6.5X9.5 28# BROWN KRAFT OE CLASP ENVS 100/BOX 500/CTN	500 ENVS PER CARTON	\$_____	2	\$_____	
BOXES	STATIONERY BOXES R-1 GRAY 8.5X11 2" 200 TOP/BOTTOM PER CTN	200 BOXES PER CARTON	\$_____	5	\$_____	
BOXES	STATIONERY BOXES RB1 GRAY 11X4"-150 TOP/BOTTOM PER CN	150 BOXES PER CARTON	\$_____	5	\$_____	

CHIPBOARD	PADDING BOARD 22.5X34.5-.0 APPROX 90/BL (50 LBS) 530M	50 lbs PER BUNDLE	\$_____	5	\$_____	
CHIPBOARD	PADDING BOARD 11X17- .030 APPROX 374/BN DL	50 lbs PER BUNDLE	\$_____	5	\$_____	
MOHAWK	COLOR COPY PAPER 11X17 WHITE #65CVR	1250 PER CARTON	\$_____	2	\$_____	
KROMCKOTE	12X18 12PT. CIS	800 PER CARTON	\$_____	2	\$_____	
BOXES	BUSINESS CARD BOXES 3 3/4X2 1/4X1 3/4	100 BOXES PER CARTON	\$_____	2	\$_____	
CORRUGATED CARTONS & BOXES	CORRUGATED CARTON 32ECT 17.25" X 11.25"	25 CARTONS PER BUNDLE	\$_____	2	\$_____	
BUSINESS PROD, SUPPLIES	LASER LABEL 2 5/8"X 1" WHITE	7500 PER BOX	\$_____	2	\$_____	
		GRAND TOTAL			\$_____	

Grand Total must be placed in Paragraph "C" of the Bid Form.

APPROVED EQUAL SPECS INCLUDING BRAND NAME, PRODUCT #, UNIT SIZE MUST BE INCLUDED OR VENDOR MAY BE DEEMED NON-RESPONSIVE.

*Brand Name "Or Approved Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The successful Contractor must provide specifics regarding product description, brand name, product size, etc. Samples may be requested before a final decision is made. The School Department has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

IMPORTANT: Award will be made to the lowest responsive and responsible bidder based on the lowest Grand Total for ALL items.